

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM****SUBJECT:** Choose Life Agreement**DEPARTMENT:** Community Services**DIVISION:** Community Assistance**AUTHORIZED BY:** Joe Forte**CONTACT:** Kelly Bowles**EXT:** 2319**MOTION/RECOMMENDATION:**

Approve and authorize the Chairman to execute the Annual Choose Life Specialty License Plate Affidavit to the Department of Highway Safety and Motor Vehicles.

County-wide

Shirley Davis-Boyce

BACKGROUND:

The "Choose Life" tag funds are distributed annually to each county based on sales and renewals in that county by the Florida Department of Highway Safety and Motor Vehicles. Florida Statutes provides that each county shall distribute funds generated by the Choose Life license plate to nongovernmental, not-for-profit agencies within each county. Seminole County has contracted with a local not-for-profit agency, Adoption by Shepherd Care, Inc. to provide services as described in Section 320.08058 (30) of the Florida Statutes. The attached annual "AFFIDAVIT" and Certification Letter are required by the Department of Highway Safety and Motor Vehicles. The agency files have been audited by staff for compliance with regulations.

During the 2007-2008 program year, the agency utilized Choose Life funding to provide services as indicated on the "AFFIDAVIT" to five (5) birth mothers. During this period three (3) of the children were actually placed in adoptive families.

STAFF RECOMMENDATION:

Staff recommends that the Board approve and authorize the Chairman to execute the Annual Choose Life Specialty License Plate Affidavit to the Department of Highway Safety and Motor Vehicles.

ATTACHMENTS:

1. Affidavit Of Compliance
2. Compliance Letter
3. 2008 Renewal of Fee Agreement
4. Fee Agreement
5. Florida Statute

Additionally Reviewed By:☒ County Attorney Review (Ann Colby)

ANNUAL CHOOSE LIFE SPECIALTY LICENSE PLATE AFFIDAVIT TO DHSMV BY COUNTY

County: Seminole

Fiscal Year Ending: September 30, 2008

County Prior Year Ending Balance	\$ <u>21,427.74</u>
Annual Plate Fees Received from State	\$ <u>21,334.96</u>
Interest Earned on Fees	\$ <u>327.00</u>
Total Available for Distribution by the County	\$ <u>43,089.70</u>

Annual Plate Fees Distributed to Agencies	\$ <u>21,427.74</u>
Interest Earned by Agencies on Fees	\$ <u>-</u>
Total Available for Agency Expenditure	\$ <u>21,427.74</u>

Annual Plate Fee Expenditures By Agencies

Primary	Women	Infants	Total
Clothing	50.00		50.00
Housing	11,899.40	560.00	12,459.40
Medical Care	-0-		-0-
Food	2,200.85	56.02	2,256.87
Utilities	1,361.46		1,361.46
Transportation	300.01		300.01
Other Material Needed	-0-		-0-
Total Primary Expenses:			16,427.74

Secondary:	Women	Infant	Total
Counseling			3,500.00
Training			
Advertising			1,500.00
Adoption			
Total Secondary Expenditures:			5,000.00

Total Primary and Secondary Expenditures	\$ <u>21,427.74</u>
Primary Expenses as a % of total Expenditures	<u>76.67%</u>
Secondary expenses as a % of total Expenditures	<u>23.33%</u>
Percentage of Distributed Fees Utilized-	<u>100%</u>

Amount Returned by Agency (if any) to County \$ -0-

Amount Retained by Agency (if any) \$ -0-

County Fiscal Year Ending Balance \$21,661.96

We certify that all recipient agencies and the County have complied with Florida Statutes, 320.08056 and 320.08058.

Chair, Board of County Commissioners



ADOPTION BY
SHEPHERD
CARE, INC.

www.adoptionshepherdcare.com

PROFESSIONAL
ADOPTION
SERVICES

CORPORATE OFFICE
5935 TAFT ST.
HOLLYWOOD
FL 33021

PHONE
(954) 981-2060

FAX
(954) 981-2117

EMAIL
adopt@adoptionshepherdcare.com

SATELLITE OFFICES
251 MAITLAND AVE.
SUITE 304
ALTAMONTE SPRINGS
FL 32701
PHONE (407) 265-9599
FAX (407) 265-9549
orlando@adoptionshepherdcare.com

3405 FOREST HILL BLVD.
SUITE 104
WEST PALM BEACH
FL 33406
PHONE (561) 588-3649
FAX (561) 964-9374
adopt@adoptionshepherdcare.com

September 8, 2008

Manager Community Assistance Division
Attn: Shirley Boyce
534 W. Lake Mary Blvd.
Sanford, FL 32773

Dear Ms. Boyce,

This is to certify that Adoption By Shepherd Care, Inc. (ASC), has met all of the minimum requirements necessary to receive the benefits from the Choose Life License Plates. ASC is in compliance with Florida Statutes Chapter 320.08058 and 320.08062.

ASC is a non-governmental, not-for-profit organization within Seminole County. ASC certifies that the services provided to birthmothers are limited to counseling and meeting the physical needs of pregnant women who have committed to placing a child for adoption.

ASC certifies that at least 70% of the funds received have been used for direct material needs of clients including clothing, housing, medical care, food, utilities and transportation. ASC certifies that not more than the remaining 30% will be used for adoption, counseling, training and advertising. ASC certifies that the funds have not been used for administrative expenses, legal expenses or capital expenditures. ASC certifies that we do not provide abortion counseling or referrals to abortion clinics. ASC certifies that we do not provide pro-abortion advertising. ASC certifies that we do not charge clients for services. ASC has submitted an annual audit to Seminole County which cost may be allowable for grant funds. ASC certifies that interest earned on funds will be reported and utilized within the program and any unused funds will be returned to Seminole County. ASC certifies that the funds received will be utilized for clients being served through our Seminole County office.

Submitted By:

Joseph D. Sica, MS
Executive Director

Gail Huggins
Executive Assistant


**Department of Administrative Services – Purchasing and Contracts Division****DATE:** September 10, 2008**TO:** Adoption by Shepherd Care
Attn: Joseph D. Sica, Exec Dir
251 Maitland Ave. #304
Altamonte Springs, FL 32701**FROM:** Robert T. Bradley, Procurement Analyst**SUBJECT:** Renewal #1 – RFP-1327-06 – Choose Life License Plates

It is the County's intention to exercise the renewal option of the above mentioned Contract. By signing below you agree to the extension of the current terms of the Contract through 9/30/2009

Please provide this office with a current certificate of insurance with the above contract number referenced on the certificate as required in the original contract agreement.

Return this signed letter and your current insurance certificate to this office within Ten (10) days. **FAILURE TO RESPOND IN A TIMELY MANNER MAY RESULT IN THE EXPIRATION OF YOUR CONTRACT.**

If you have any questions please call me at 407-665-7113.


Sincerely,
Robert T. Bradley, Procurement Analyst


Authorized Signature

GAIL HUGGINS
(Printed Name)

Executive Assistant
Title

1101 EAST FIRST STREET SANFORD FL 32771-1468 TELEPHONE (407) 665-7116 FAX (407) 665-7856
<http://seminolecountyfl.gov/purchasing>

CERTIFIED COPY
MARYANNE MORSE
CLERK OF CIRCUIT COURT
SEMINOLE COUNTY, FLORIDA

CHOOSE LIFE LICENSE PLATES ANNUAL USE FEE PROCEEDS AGREEMENT
(RFP-1327-06/BLH)

BY Eva Beach
DEPUTY CLERK

THIS AGREEMENT is made and entered this 13th day of November, 2006, by and between SEMINOLE COUNTY, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as the "COUNTY", and ADOPTION BY SHEPHERD CARE, INC., whose address is 5935 Taft Street, Hollywood, Florida 33021, hereinafter referred to as "AGENCY".

W I T N E S S E T H:

WHEREAS, Section 320.08058(30), Florida Statutes, provides that each county shall distribute funds generated by the Choose Life license plate to nongovernmental, not-for-profit agencies within that county, which agencies' services are limited to counseling and meeting the physical needs of pregnant women who are committed to placing their children for adoption; and

WHEREAS, funds have been generated from the sale of Choose Life license plates in the COUNTY; and

WHEREAS, AGENCY provides the services as described in Section 320.08058(30) for which fees generated by the Choose Life license plate may be used,

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

Section 1. Recitals. The above recitals are true and correct and form a material part of the Agreement upon which the parties have relied.

Section 2. Term. The term of this Agreement is from October 1, 2006 through September 30, 2008, the date of signature by the parties

notwithstanding, unless earlier terminated as provided herein. At the option of the parties, this Agreement may be extended for two (2) additional one (1) year terms.

Section 3. Termination. This Agreement may be terminated by either party at any time, with or without cause, upon not less than thirty (30) days' written notice delivered to the other party, as provided for herein, or, at the option of the COUNTY, immediately in the event that AGENCY fails to fulfill any of the terms, understandings or covenants of this Agreement. The COUNTY shall not be obligated to pay for any services provided or costs incurred by AGENCY after AGENCY has received notice of termination. Upon said termination, AGENCY shall immediately refund to the COUNTY any unused funds provided hereunder. Any requirements set forth in Sections 7, 8 and 11 hereunder shall survive the term of this Agreement as a whole.

Section 4. Services. AGENCY shall use funds from this Agreement to perform these services as set forth in Section 320.08058 (30)(b), Florida Statutes, as more particularly described in Exhibit "A", Proposal and Scope of Services, attached hereto and incorporated herein.

Section 5. Revenue From Other Sources. It is understood that AGENCY has not previously entered into, and shall not enter into, an agreement with any other party, including service recipients hereunder, whereby AGENCY would be paid for providing the above services except as specified in Section 4 herein.

Section 6. Indemnity and Insurance.

(a) COUNTY, its Commissioners, officers, employees and agents shall not be deemed to assume any liability for the acts, omissions, and negligence of the AGENCY, its officers, employees and agents.

(b) Each party to this Agreement is responsible for all personal injury and property damage attributable to the negligent acts or

omissions arising out of this Agreement of that party and the officers, employees and agents thereof.

(c) The parties further agree that nothing contained herein shall be construed or interpreted as denying to any party any remedy or defense available to such parties under the laws of the State of Florida, nor as a waiver of sovereign immunity by the COUNTY beyond the waiver provided for in Section 768.28, Florida Statutes.

(d) The waiver of a provision herein by either party shall not constitute the further waiver of said provision or the waiver of any other provision.

Section 7. Billing and Payment. The funds available under this Agreement shall be limited to the amount received annually from the State of Florida and based on the sum of TWENTY AND NO/100 DOLLARS (\$20.00) for each Choose Life license plate sold during the period from July 1st through June 30th annually. The COUNTY hereby agrees to provide financial assistance to AGENCY in the minimum amount of TWENTY THOUSAND AND NO/100 DOLLARS (\$20,000.00) per year or the amount of proceeds collected per year, whichever is greater, based on quantities sold July 1st through September 30th of each fiscal year during the term of this Agreement. AGENCY shall report to the COUNTY any and all interest generated by the funds. AGENCY shall utilize any and all interest generated by the funds for the services described hereunder. The COUNTY shall remit a one time fee of THREE THOUSAND AND NO/100 DOLLARS (\$3,000.00) to AGENCY within thirty (30) days of execution of this Agreement. The remainder of the sum is payable in monthly installments upon:

(a) Receipt by the COUNTY of a payment request. Such request for payment shall only be for services specifically provided for herein; and

(b) Verification by the Manager of the COUNTY's Community Assistance Division that the services for which reimbursement is sought are in accordance with service projections as described in Exhibit "A" and that AGENCY has complied with the reporting requirements contained hereinafter.

(c) Payment requests: An original and one copy shall be sent to:

Principal Analyst
Community Assistance Division
534 W. Lake Mary Boulevard
Sanford, Florida 32773

Section 8. Reporting Requirements. AGENCY shall submit to the COUNTY by the 30th day of each month:

(a) A Community Service Agency Report in the format attached hereto and incorporated herein as Exhibit "B" delineating for the preceding month the following:

(1) A listing of objectives and projected service levels to benefit the COUNTY during the term of this Agreement;

(2) Statistics representing the month's achievements and services provided to COUNTY residents including, if applicable, the number of clients served, the number of lectures given and the number of volunteers trained;

(3) Statistics showing the cumulative achievements and services provided to COUNTY residents to date;

(4) The percent of projections achieved to date;

(5) A narrative assessment of progress toward accomplishing goals and objectives for service to the COUNTY. This assessment shall be in paragraph form and include such information as the general progress of the agency, any problems that might exist for the agency and special comments on particular program components;

(6) AGENCY shall certify annually to the COUNTY: (a) that it is not involved or associated with abortion activities, including

counseling for or referrals to abortion clinics; (b) that it is not providing medical abortion-related procedures, or pro-abortion counseling; (c) that it does not charge women for services received; and (d) that it has used the funds received from the COUNTY pursuant to this Agreement to provide services in accordance with Section 320.08058(30), Florida Statutes.

(b) Such additional information as required by the COUNTY to assess program effectiveness; and

(c) Notwithstanding the above, AGENCY shall submit on a quarterly basis, a financial report reflecting total agency receipts and expenditures as set forth in a profit and loss statement acceptable to the COUNTY.

Section 9. Unavailability of Funds. If the COUNTY learns that funding from the State of Florida or Federal government cannot be obtained, or continued on a matching basis, if applicable, this Agreement may be terminated immediately, at the option of the COUNTY, by written notice of termination to AGENCY as provided hereinafter. The COUNTY shall not be obligated to pay for any services provided or costs incurred by AGENCY after AGENCY has received such notice of termination. In the event there are any unused COUNTY funds, AGENCY shall promptly refund those funds to the COUNTY or otherwise use such funds as the COUNTY directs.

Section 10. Access to Records. AGENCY shall allow the COUNTY, its duly authorized agent and the public access to such of AGENCY's records as are pertinent to all services provided hereunder, at reasonable times and under reasonable conditions for inspection and examination in accordance with Chapter 119, Florida Statutes.

Section 11. Audit. AGENCY shall submit to the COUNTY an audit prepared by a certified public accountant for the term of this Agreement

on or before September 30, 2009, or within ninety (90) days following the termination of this Agreement, whichever occurs earlier.

Section 12. Notices. Whenever either party desires to give notice unto the other, it shall be given in writing by certified United States mail, with return receipt requested, and sent to:

For COUNTY:

Manager, Community Assistance Division
534 W. Lake Mary Boulevard
Sanford, Florida 32773

For AGENCY:

Adoption by Shepherd Care, Inc.
5935 Taft Street
Hollywood, Florida 33021

Either of the parties may change, by written notice as provided above, the person or address for receipt of notice.

Section 13. Assignments. Neither party to this Agreement shall assign this Agreement, nor any interest arising herein, without the written consent of the other.

Section 14. Entire Agreement.

(a) It is understood and agreed that the entire agreement of the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous agreements presently in effect between the parties relating to the subject matter hereof.

(b) Any alterations, amendments, deletions, or waivers of the provisions of this Agreement shall be valid only when expressed in writing and duly signed by the parties.

Section 15. Compliance with Laws and Regulations. In providing all services pursuant to this Agreement, AGENCY shall abide by all statutes, ordinances, rules, and regulations pertaining to, or regulating the provisions of, such services, including those now in

effect and hereafter adopted. Any violation of said statutes, ordinances, rules, or regulations shall constitute a material breach of this Agreement, and shall entitle the COUNTY to terminate this Agreement immediately upon delivery of written notice of termination to AGENCY as provided hereinabove.

Section 16. Conflict of Interest.

(a) AGENCY agrees that it will not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with the COUNTY or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government.

(b) AGENCY hereby certifies that no officer, agent or employee of the COUNTY has any material interest (as defined in Section 112.312(15), Florida Statutes, as over 5%) either directly or indirectly, in the business of AGENCY to be conducted here, and that no such person shall have any such interest at any time during the term of this Agreement.

(c) Pursuant to Section 216.347, Florida Statutes, AGENCY hereby agrees that monies received from the COUNTY pursuant to this Agreement shall not be used for the purpose of lobbying the Legislature or any other Federal or State agency.

IN WITNESS WHEREOF, the parties to this Agreement have caused their names to be affixed hereto by the proper officers thereof for the purpose herein expressed on the day and year first above written.

ATTEST:

ADOPTION BY SHEPHERD CARE, INC.

Paul Higgins
Secretary

By: Joseph D. Sica III
President

(CORPORATE SEAL)

Date: November 6, 2006

Robert Hunter
Witness
Print Name
William Johnson
Witness
Print Name

For the use and reliance
of Seminole County only.

Approved as to form and
legal sufficiency.

County Attorney
AC/lpk
10/13/06 10/20/06
RFP-1327

Attachments:

- Exhibit "A" - Proposal and Scope of Services
- Exhibit "B" - Community Services Agency Report

SEMINOLE COUNTY, FLORIDA

By: Peter W. Maley
PETER W. MALEY
CPPO, CPCM, C.P.M.
Contracts Supervisor

Date: 13 November 2006

As authorized by Section 22.203,
Seminole County Administrative
Code

RFP-1327-06/BLH
Proposal for Choose Life License Plate Annual Use Fee Proceeds
Submitted by: Adoption By Shepherd Care

OUTLINE

Section 1: Required Submittals (page 1)

Section 2: Qualifications and Experience (page 2-3)

Section 3: Approach to Work (page 4)

RFP-1327-06/BLH
Proposal for Choose Life License Plate Annual Use Fee Proceeds
Submitted by: Adoption By Shepherd Care

Section 1: Required Submittals

- A. Letter of Transmittal: ***Attached***
- B. Type of Business: Corporation in the state of Florida
- C. FEIN: 59-2022925
- D. SNN: Not Applicable
- E. Principals: Joseph D. Sica, Julie Wolf, Gail Huggins
- F. Corporate Information: Corporate Status is in good standing with the Florida Secretary of State
- G. Summary of Litigation: None
- H. License Sanction: Licensed through the Florida Department of Children and Families #R1005-122, Seminole Occupational License Provision Ordinance No.1524-05 - Sept. 30, 2007
- I. Acknowledgment of Addenda: Not Applicable
- J. Conflict of Interest Statement: ***Attached***
- K. Compliance with Public Record Law: ***Attached***
- L. Current Workload: ***Attached***
- M. Taxpayer ID# and Certification: ***Attached***
- N. Drug-Free Workplace: ***Attached***
- O. Public Entity Crimes: ***Attached***



Letter of Transmittal

ADOPTION BY
SHEPHERD
CARE, INC.

www.adoptionsshepherdcare.com

PROFESSIONAL
ADOPTION
SERVICES

CORPORATE OFFICE
5935 TAFT ST.
HOLLYWOOD
FL 33021

PHONE
(954) 981-2060

FAX
(954) 981-2117

EMAIL
@adoptionsshepherdcare.com

ATELLITE OFFICES
51 MAITLAND AVE.
SUITE 304
ALTAMONTE SPRINGS
FL 32701
PHONE (407) 265-9599
FAX (407) 265-9549
@adoptionsshepherdcare.com

FOREST HILL BLVD.
SUITE 104
WEST PALM BEACH
FL 33406
PHONE (561) 588-3649
FAX (561) 964-9374
@adoptionsshepherdcare.com

September 20, 2006

To Whom It May Concern:

According to Florida Statute 320.08058, the funds generated from the Choose Life License plates are designated to go to a not-for-profit agency which provides services for pregnant women who are committed to placing their children for adoption. Adoption By Shepherd Care is a not-for-profit child placing agency licensed by the State of Florida's Department of Children and Families. The license number R1005-122 and is dated from October 24, 2005 until October 24, 2006 and is renewable yearly.

Adoption by Shepherd Care's (ASC) mission is to serve pregnant women who, due to their emotional and/or financial circumstances, do not feel that they are in a place in their lives where they are able to parent their child. We provide free counseling to them to help them determine if adoption is indeed the best option for them and their child. Once a woman makes a commitment to place her child for adoption, we continue with counseling, and we assist her with her direct material needs including clothing, housing, medical care, food, utilities and transportation costs incurred as a result of her pregnancy.

ASC in no way provides counseling for abortions or abortion referrals. ASC does not provide any medical abortion-related procedures, nor does ASC participate in pro-abortion advertising. ASC understands that a maximum of 30% of the funds may be used for adoption, counseling, training and advertising. No funds will be used for administrative, legal or capital expenditures. *A copy of ASC's annual audit for last year is included with this proposal.*

The persons authorized to make presentations for ASC include Julie Wolf, Adoption Supervisor, (407) 265-9599, 251 Maitland Ave., Altamonte Springs, FL 32701; Joseph D. Sica, Executive Director, (954) 981-2060, 5935 Taft St. Hollywood, FL 33021; and Gail Huggins, Executive Assistant (954) 981-2060, 5935 Taft St. Hollywood, FL 33021.

Sincerely,

Joseph D. Sica
Executive Director

CONFLICT OF INTEREST STATEMENT

STATE OF FLORIDA)
) ss
 COUNTY OF BROWARD)

Before me, the undersigned authority, personally appeared

JOSEPH D. SICA, who was duly sworn, deposes, and states:

1. I am the EXECUTIVE DIRECTOR of ADOPTION BY STEPHARD CARE with a local office in ALTAMONTE SPRINGS and principal office in HOLLYWOOD, FL.
2. The above named entity is submitting an Expression of Interest for the Seminole County project described as: RFP-1327-06-BLH - REQUEST FOR LETTERS OF INTEREST/QUALIFICATIONS FROM PROSPECTIVE RECIPIENT AGENCIES FOR "CHOOSE LIFE" LICENSE PLATES ANNUAL USE FEE PROCEEDS
3. The Affiant has made diligent inquiry and provides the information contained in this Affidavit based upon his own knowledge.
4. The Affiant states that only one submittal for the above project is being submitted and that the above named entity has no financial interest in other entities submitting proposals for the same project.
5. Neither the Affiant nor the above named entity has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive pricing in connection with the entity's submittal for the above project. This statement restricts the discussion of pricing data until the completion of negotiations and execution of the Agreement for this project.
6. Neither the entity nor its affiliates, nor any one associated with them, is presently suspended or otherwise ineligible from participating in contract lettings by any local, state, or federal agency.
7. Neither the entity, nor its affiliates, nor any one associated with them have any potential conflict of interest due to any other clients, contracts, or property interests for this project.
8. I certify that no member of the entity's ownership, management, or staff has a vested interest in any aspect of or Department of Seminole County.
9. I certify that no member of the entity's ownership or management is presently applying for an employee position or actively seeking an elected position with Seminole County.
10. In the event that a conflict of interest is identified in the provision of services, I, on behalf of the above named entity, will immediately notify Seminole County in writing.

DATED this 20TH day of SEPTEMBER, 2006.

Joseph D. Sica MS
 (Affiant)

JOSEPH D. SICA
 Typed Name of Affiant

EXECUTIVE DIRECTOR
 Title

Sworn to and subscribed before me this 20TH day of SEPTEMBER, 2006.

Personally known X
 OR Produced Identification _____

Gail Huggins
 Notary Public - State of FLORIDA

My commission expires MARCH 28, 2008

(Type of identification)
 (Printed typed or stamped commissioned name of notary public)

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

Compliance with the Public Records Law

Upon award recommendation or ten (10) days after opening, submittals become "public records" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes. Proposers must invoke the exemptions to disclosure provided by law in the response to the solicitation, and must identify the data or other materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary. The submission of a proposal authorizes release of your firm's credit data to Seminole County.

If the company submits information exempt from public disclosure, the company must identify with specificity which pages/paragraphs of their bid/proposal package are exempt from the Public Records Act, identifying the specific exemption section that applies to each. The protected information must be submitted to the County in a separate envelope marked accordingly.

By submitting a response to this solicitation, the company agrees to defend the County in the event we are forced to litigate the public records status of the company's documents.

Company Name: ADOPTION BY SHEPHERD CARE

Authorized representative (printed): JOSEPH D. SICA

Authorized representative (signature): Joseph D. Sica MS

Date: SEPTEMBER 20, 2006

Project Number: **RFP-1327-06-BLH**

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

**Request for Taxpayer
Identification Number and Certification**

Give form to the
requester. Do not
send to the IRS.

Print or type
See Specific Instructions on page 2

Name SHEPHERD CARE MINISTRIES, INC DBA ADOPTION BY SHEPHERD CARE	
Business name, if different from above	
Check appropriate box: <input type="checkbox"/> Individual/ Sole proprietor <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶	
<input type="checkbox"/> Exempt from backup withholding	
Address (number, street, and apt. or suite no.) 5935 TAFT STREET	
City, state, and ZIP code HOLLYWOOD, FL 33021	
List account number(s) here (optional)	
Requester's name and address (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN on page 3.

Social security number								

or

Employer identification number										
5	9	2	0	2	2	9	2	5		

Note: If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign
Here

Signature of
U.S. person ▶

Joseph D. Alca MS

Date ▶

9/20/06

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

Note: If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Foreign person. If you are a foreign person, use the appropriate Form W-8 (see Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien.

Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

DRUG-FREE WORK PLACE FORM

The undersigned vendor in accordance with Florida statute 287.087 hereby certifies that

ADOPTION BY SHEPHERD CARE does:
(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are proposed a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will propose by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Joseph D. Mica MS
Proposer's Signature

ADOPTION BY SHEPHERD CARE
Firm
9/20/06
Date

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a)
FLORIDA STATUTES ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS by: JOSEPH D. SICA, EXECUTIVE DIRECTOR
for ADOPTION BY SHEPHERD CARE
(print name of entity submitting sworn statement)
whose business address is 5935 TAFT ST. HOLLYWOOD FL 33021
and (if applicable) its Federal Employer Identification Number (FEIN) is 59-2022925 (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____)
2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(c), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
 1. A predecessor or successor of a person convicted of a public entity crime; or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies.)
☐ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
☐ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
☐ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (attach a copy of the final order)

UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 7.017 FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Sworn to and subscribed before me this 20 day of September, 2006

Personally known to me X

OR Produced Identification _____

My Public-State of Florida

(Type of Identification)

Commission expires March 28, 2008

PUR 7068 (Rev. 6/18/92)

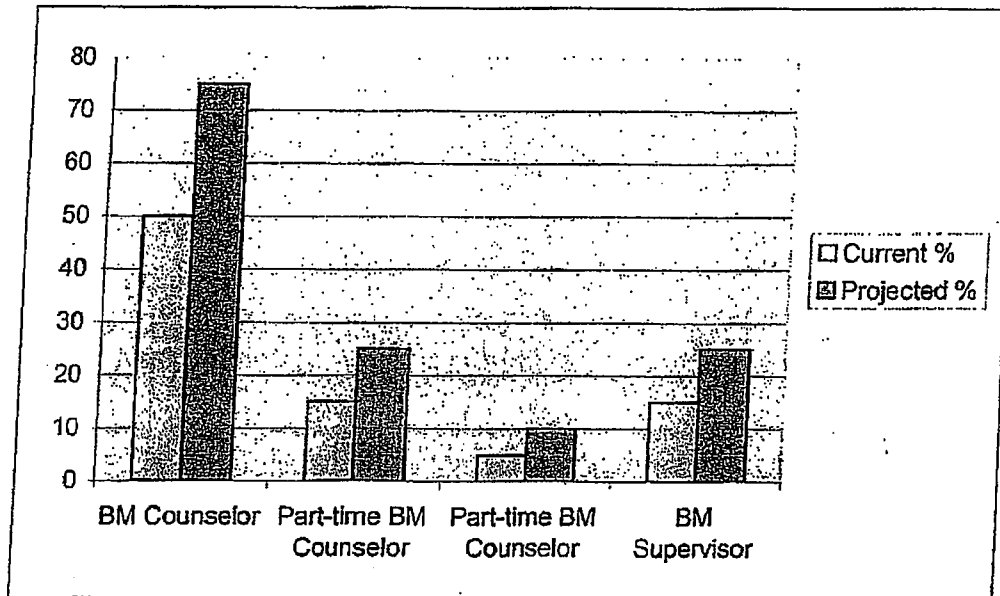


Gail Huggins
My Commission DD304493
Expires March 28, 2008

GAIL HUGGINS
(Printed typed or stamped commissioned name of Notary Public)

Current/Projected Commitment

	Current %	Projected %
BM Counselor	50	75
Part-time BM Counselor	15	25
Part-time BM Counselor	5	10
BM Supervisor	15	25

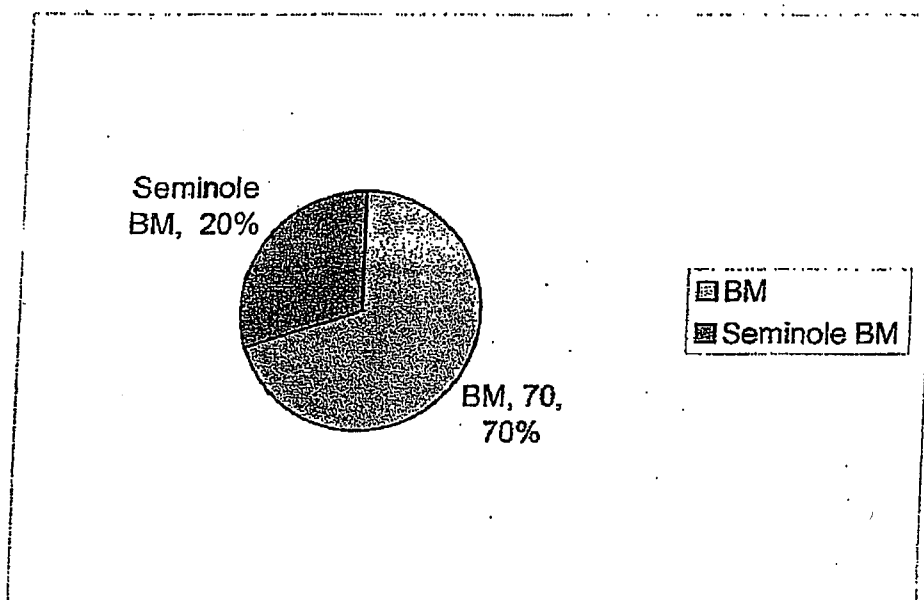


ASC has committed counselors for Seminole County clients and will provide counseling to all birthmothers.

Birthmothers Monthly % # of BM

BM	70	12 to 15
Seminole BM	30	3 to 5

A full-time (40 hr. wk) birthmother Counselor will carry approximately 12 to 15 cases at a time. 3 to 5 of such cases are Seminole County clients.



Section 2: Qualifications and Experience

- A. **Description of Organization:** Adoption By Shepherd Care, Inc. (ASC) is a non-profit, child placing agency licensed by the State of Florida's Department of Children and Families. The corporate office is in Hollywood, FL with a satellite office in Altamonte Springs, Florida.
- B. **Financial Sources:** ASC receives funding from adoptive parents to assist in necessary fees and expenses. Contributions are also received from private donors and churches.
- C. **Personnel Working on this Project:** Caseworkers Melanie Kassandji and Trishla Shah are the birthmother counselors that will be working with the birthmothers on the project being discussed. Nidia Sica, MSW, is the Social Services Supervisor. Gail Huggins and Joseph Sica will be responsible for overseeing and reporting to Seminole County.
- D. **Past Experience:** Shepherd Care was established in 1980 as a pregnancy center. In 1985, Shepherd Care was licensed as an adoption agency in the state of Florida. Consequently, from the very beginning of our existence, our primary objective has been to help pregnant women in difficult circumstances make decisions that are beneficial to both her and her baby. A large number of the adoptions done by ASC are considered "special needs." By definition, special needs adoptions refer to children who are harder to place into adoptive homes, and many adoption entities who are unwilling to spend the extra time and money needed to work with these birthmothers, refer them to us. Special needs adoptions refer to adoptions of children who are African-American or bi-racial, children born with an addiction to drugs, or children born with some other physical disability or medical condition such as HIV+. Although these children are harder to place, ASC has never failed to find a good home for every child. However, extra time and money is needed to help these birthmothers because many times a family wanting to adopt a special needs child lacks the financial resources to help with expenses. ASC consequently absorbs whatever costs are necessary to help the birthmother through her pregnancy and delivery, often including housing, medical care and money for food and living expenses, as well as whatever counseling she desires both before and after delivery. ASC did 77 adoptions in 2004 and 74 adoptions in 2005.
 - 1. **Medical Care:** When a birthmother is not eligible for Medicaid and does not have medical insurance, ASC will pay for her complete medical costs as they relate to her pregnancy.
 - 2. **Clothing, housing & food:** ASC assists women in this area by providing money for maternity clothes, assistance in locating housing and then paying rent directly to the landlord if the birthmother is not able to work due to her pregnancy, and providing money for food on a weekly or monthly basis as needed.
 - 3. **Transportation:** ASC's caseworkers travel to our clients' homes to meet with them as many of them do not have transportation. We also provide transportation for them to get to the grocery store, laundromat, doctor appointments, Medicaid appointments and to the hospital for the baby's delivery, if necessary.

4. **Counseling:** Free counseling is available to all birthparents. A birthmother counselor typically spends many hours with a birthmother before the birth of her baby and is on call 24 hours a day. A counselor usually keeps in touch for months or even years after the baby's birth and is available for further counseling, if needed. The goal at ASC is to help a birthmother begin the healing process through counseling that will help her deal with her grief and assist her in setting goals for her life and her future.
 5. **Training:** Training is provided to all staff both internally and through outside educational entities such as Daniel Memorial Adoption Foundation. We do a limited amount of pre-natal education with birthmothers and would like to expand our nutritional and childbirth preparation with them. Referrals are made to help birthmothers achieve educational goals and find jobs.
 6. **Advertising:** ASC primarily advertises through the Yellow Pages, First Call for Help 211, the internet, and through word of mouth which includes making our services known in local churches, hospitals and pregnancy centers.
- E. **Record Keeping:** Complete and accurate files are required on all clients by the Department of Children and Families. These files are periodically checked for re-licensing of the agency. These include an accurate and detailed description of the services that were provided to each birthmother, the time spent with her, what assistance was needed by the birthmother and the amount of financial assistance given. Caselogs are kept on each birthmother.

Section 3: Approach to Work

A. *Statement Certifying Compliance with minimum requirements.*

This is to certify that Adoption By Shepherd Care, Inc. (ASC), has met all of the minimum requirements necessary to receive the benefits from the Choose Life License Plates.

ASC is in compliance with Florida Statutes Chapter 320.08058 and 320.08062. ASC is a non-governmental, not-for-profit organization within Seminole County. ASC certifies that the services provided to birthmothers are limited to counseling and meeting the physical needs of pregnant women who have committed to placing a child for adoption. ASC certifies that at least 70% of the funds received will be used for direct material needs of clients including clothing, housing, medical care, food, utilities and transportation. ASC certifies that not more than the remaining 30% will be used for adoption, counseling, training and advertising. ASC certifies that the funds will not be used for administrative expenses, legal expenses or capital expenditures. ASC certifies that we do not provide abortion counseling or referrals to abortion clinics. ASC certifies that we do not provide pro-abortion advertising. ASC certifies that we do not charge clients for services. ASC has submitted an annual audit to Seminole County which cost may be allowable for grant funds. ASC certifies that interest earned on funds will be reported and utilized within the program and any unused funds will be returned to Seminole County. ASC certifies that the funds received will be utilized for clients being served through our Seminole County office.

B. *Organization's Approach:* ASC will continue in the work that is currently being done by meeting the needs of birthmothers in the ways described. Funds received from the Choose Life license plates will be used to help subsidize the costs in assisting with the medical and living expenses of birthmothers who have committed to place their babies for adoption and whose babies are considered to be "special needs" by the definition given previously. Some funds may also be used to assist with the counseling costs for these birthmothers.

C. *Ideas/Understanding:* One of the primary motivators of workers at ASC is the very term given to this project. It is the belief of ASC that for women to be able to realistically "choose life" for their children, it is crucial for them that we provide quality service and assistance to birthmothers who are pregnant with special needs children. Many of these women are not in a position, either financially or emotionally, where keeping their baby is a realistic option. The desire of our hearts is to make it possible for women in any circumstance to choose life and to build a better, healthier and happier future for both herself and her baby. Without the help needed to place their children in loving, stable homes, the hope implied in the words "choose life" become an empty phrase for women who have no provisions to meet the needs of a child and give them a stable and safe environment.

B. County Medical Services (Statutory and Contractual Obligations)

Choose Life Tag Contract Guidelines

Under provisions of F.S. 320.08058 and 320.08062 funds are made available to Seminole county from proceeds of the sale of "Choose Life" license plates within Seminole County. These funds are contracted to local agencies that meet the following guidelines:

"Non-governmental, not-for-profit agencies within Seminole County, which agencies' services are limited to counseling and meeting the need of pregnant women who have committed to placing their children for adoption. Funds may not be distributed to any agency that is involved or associated with abortion activities, including counseling for or referral to abortion clinics, providing medical abortion related procedures, or pro-abortion advertising, and funds may not be distributed to any agency that charges for services received."

The Department of Motor Vehicles notifies the county of the amount of revenue to be returned to Seminole County Government based on \$20 per tag sold/renewed. These funds are currently contracted to *Adoptions By Shepherds Care* to provide housing assistance, clothes, counseling, food, and medical services for the clients. Bills are received from the agency with itemization of services provided and reimbursement is forwarded.

320.08058 Specialty license plates.--

29) CHOOSE LIFE LICENSE PLATES.--

(a) The department shall develop a Choose Life license plate as provided in this section. The word "Florida" must appear at the bottom of the plate, and the words "Choose Life" must appear at the top of the plate.

(b) The annual use fees shall be distributed annually to each county in the ratio that the annual use fees collected by each county bears to the total fees collected for the plates within the state. Each county shall distribute the funds to nongovernmental, not-for-profit agencies within the county, which agencies' services are limited to counseling and meeting the physical needs of pregnant women who are committed to placing their children for adoption. Funds may not be distributed to any agency that is involved or associated with abortion activities, including counseling for or referrals to abortion clinics, providing medical abortion-related procedures, or proabortion advertising, and funds may not be distributed to any agency that charges women for services received.

1. Agencies that receive the funds must use at least 70 percent of the funds to provide for the material needs of pregnant women who are committed to placing their children for adoption, including clothing, housing, medical care, food, utilities, and transportation. Such funds may also be expended on infants awaiting placement with adoptive parents.

2. The remaining funds may be used for adoption, counseling, training, or advertising, but may not be used for administrative expenses, legal expenses, or capital expenditures.

3. Each agency that receives such funds must submit an annual attestation to the county. Any unused funds that exceed 10 percent of the funds received by an agency during its fiscal year must be returned to the county, which shall distribute them to other qualified agencies.

320.08062 Audits and attestations required; annual use fees of specialty license plates.--

(1)(a) All organizations that receive annual use fee proceeds from the department are responsible for ensuring that proceeds are used in accordance with ss. 320.08056 and 320.08058.

(b) Any organization not subject to audit pursuant to s. 215.97 shall annually attest, under penalties of perjury, that such proceeds were used in compliance with ss. 320.08056 and 320.08058. The attestation shall be made annually in a form and format determined by the department.

(c) Any organization subject to audit pursuant to s. 215.97 shall submit an audit report in accordance with rules promulgated by the Auditor General. The annual attestation shall be submitted to the department for review within 9 months after the end of the organization's fiscal year.

(2) Within 90 days after receiving an organization's audit or attestation, the department shall determine which recipients of revenues from specialty license plate annual use fees have not complied with subsection (1). If the department determines that an organization has not complied or has failed to use the revenues in accordance with ss. 320.08056 and 320.08058, the department must discontinue the distribution of the revenues to the organization until the department determines that the organization has complied. If an organization fails to comply within 12 months after the annual use fee proceeds are withheld by the department, the proceeds shall be deposited into the Highway Safety Operating Trust Fund to offset department costs related to the issuance of specialty license plates.

(3) The department has the authority to examine all records pertaining to the use of funds from the sale of specialty license plates.

The 2006 Florida Statutes

Title XXXIII
MOTOR VEHICLES

Chapter 320
MOTOR VEHICLE LICENSES
320.08056 Specialty license plates.--

[View Entire Chapter](#)

(1) The department is responsible for developing the specialty license plates authorized in s. 320.08053. The department shall begin production and distribution of each new specialty license plate within 1 year after approval of the specialty license plate by the Legislature.

(2) The department shall issue a specialty license plate to the owner or lessee of any motor vehicle, except a vehicle registered under the International Registration Plan, a commercial truck required to display two license plates pursuant to s. 320.0706, or a truck tractor, upon request and payment of the appropriate license tax and fees.

(3) Each request must be made annually to the department, accompanied by the following tax and fees:

(a) The license tax required for the vehicle as set forth in s. 320.08.

(b) A processing fee of \$2.

(c) A license plate fee as required by s. 320.06(1)(b).

(d) A license plate annual use fee as required in subsection (4).

A request may be made any time during a registration period. If a request is made for a specialty license plate to replace a current valid license plate, the specialty license plate must be issued with appropriate decals attached at no tax for the plate, but all fees and service charges must be paid. When a request is made for a specialty license plate at the beginning of the registration period, the tax, together with all applicable fees and service charges, must be paid.

(4) The following license plate annual use fees shall be collected for the appropriate specialty license plates:

(a) Manatee license plate, \$20.

(b) Challenger/Columbia license plate, \$25, except that a person that purchases 1,000 or more of such license plates shall pay an annual use fee of \$15 per plate.

(c) Collegiate license plate, \$25.

(d) Florida Salutes Veterans license plate, \$15.

(e) Florida panther license plate, \$25.

(f) Florida United States Olympic Committee license plate, \$15.

- (g) Florida Special Olympics license plate, \$15.
- (h) Florida educational license plate, \$20.
- (i) Florida Professional Sports Team license plate, \$25.
- (j) Florida Indian River Lagoon license plate, \$15.
- (k) Invest in Children license plate, \$20.
- (l) Florida arts license plate, \$20.
- (m) Bethune-Cookman College license plate, \$25.
- (n) Florida Agricultural license plate, \$20.
- (o) Girl Scout license plate, \$20.
- (p) Police Athletic League license plate, \$20.
- (q) Boy Scouts of America license plate, \$20.
- (r) Largemouth Bass license plate, \$25.
- (s) Sea Turtle license plate, \$17.50.
- (t) Protect Wild Dolphins license plate, \$20.
- (u) Barry University license plate, \$25.
- (v) Everglades River of Grass license plate, \$20.
- (w) Keep Kids Drug-Free license plate, \$25.
- (x) Florida Sheriffs Youth Ranches license plate, \$20.
- (y) Conserve Wildlife license plate, \$15.
- (z) Florida Memorial University license plate, \$25.
- (aa) Tampa Bay Estuary license plate, \$15.
- (bb) Florida Wildflower license plate, \$15.
- (cc) United States Marine Corps license plate, \$15.
- (dd) Choose Life license plate, \$20.
- (ee) Share the Road license plate, \$15.

- (ff) American Red Cross license plate, \$25.
- (gg) United We Stand license plate, \$25.
- (hh) Breast Cancer Research license plate, \$25.
- (ii) Protect Florida Whales license plate, \$25.
- (jj) Florida Golf license plate, \$25.
- (kk) Florida Firefighters license plate, \$20.
- (ll) Police Benevolent Association license plate, \$20.
- (mm) Military Services license plate, \$15.
- (nn) Protect Our Reefs license plate, \$25.
- (oo) Fish Florida license plate, \$22.
- (pp) Child Abuse Prevention and Intervention license plate, \$25.
- (qq) Hospice license plate, \$25.
- (rr) Stop Heart Disease license plate, \$25.
- (ss) Save Our Seas license plate, \$25, except that for an owner purchasing the specialty license plate for more than 10 vehicles registered to that owner, the annual use fee shall be \$10 per plate.
- (tt) Aquaculture license plate, \$25, except that for an owner purchasing the specialty license plate for more than 10 vehicles registered to that owner, the annual use fee shall be \$10 per plate.
- (uu) Family First license plate, \$25.
- (vv) Sportsmen's National Land Trust license plates, \$25.
- (ww) Live the Dream license plate, \$25.
- (xx) Florida Food Banks license plate, \$25.
- (yy) Discover Florida's Oceans license plate, \$25.
- (zz) Family Values license plate, \$25.
- (aaa) Parents Make A Difference license plate, \$25.
- (bbb) Support Soccer license plate, \$25.
- (ccc) Kids Deserve Justice license plate, \$25.

(ddd) Animal Friend license plate, \$25.

(eee) Future Farmers of America license plate, \$25.

(fff) Donate Organs-Pass It On license plate, \$25.

(ggg) A State of Vision license plate, \$25.

(hhh) Homeownership For All license plate, \$25.

(5) If a vehicle owner or lessee to whom the department has issued a specialty license plate acquires a replacement vehicle within the owner's registration period, the department must authorize a transfer of the specialty license plate to the replacement vehicle in accordance with s. 320.0609. The annual use fee or processing fee may not be refunded.

(6) Specialty license plates must bear the design required by law for the appropriate specialty license plate, and the designs and colors must conform to the department's design specifications. In addition to a design, the specialty license plates may bear the imprint of numerals from 1 to 999, inclusive, capital letters "A" through "Z," or a combination thereof. The department shall determine the maximum number of characters, including both numerals and letters. All specialty license plates must be otherwise of the same material and size as standard license plates issued for any registration period. A specialty license plate may bear an appropriate slogan, emblem, or logo in a size and placement that conforms to the department's design specifications.

(7) The department shall annually retain from the first proceeds derived from the annual use fees collected an amount sufficient to defray each specialty plate's pro rata share of the department's costs directly related to the specialty license plate program. Such costs shall include inventory costs, distribution costs, direct costs to the department, costs associated with reviewing each organization's compliance with audit and attestation requirements of s. 320.08062, and any applicable increased costs of manufacturing the specialty license plate. Any cost increase to the department related to actual cost of the plate, including a reasonable vendor profit, shall be verified by the Department of Management Services. The balance of the proceeds from the annual use fees collected for that specialty license plate shall be distributed as provided by law.

(8)(a) The department must discontinue the issuance of an approved specialty license plate if the number of valid specialty plate registrations falls below 1,000 plates for at least 12 consecutive months. A warning letter shall be mailed to the sponsoring organization following the first month in which the total number of valid specialty plate registrations is below 1,000 plates. ¹This paragraph does not apply to collegiate license plates established under s. 320.08058(3).

(b) The department is authorized to discontinue the issuance of a specialty license plate and distribution of associated annual use fee proceeds if the organization no longer exists, if the organization has stopped providing services that are authorized to be funded from the annual use fee proceeds, or pursuant to an organizational recipient's request. Organizations are required to notify the department immediately to stop all warrants for plate sales if any of the conditions in this section exist, and must meet the requirements of s. 320.08062 for any period of operation during a fiscal year.

(9) The organization that requested the specialty license plate may not redesign the specialty license plate unless the inventory of those plates has been depleted. However, the

organization may purchase the remaining inventory of the specialty license plates from the department at cost.

(10) A specialty license plate annual use fee collected and distributed under this chapter, or any interest earned from those fees, may not be used for commercial or for-profit activities nor for general or administrative expenses, except as authorized by s. 320.08058 or to pay the cost of the audit or report required by s. 320.08062(1).

http://www.leg.state.fl.us/statutes/index.cfm?mode=View%20Statutes&SubMenu=1&App_mode=Display_Statute&Search_String=choose+life&URL=CH0320/Sec08056.HTM

The 2006 Florida Statutes

Title XXIII
MOTOR VEHICLES

Chapter 320
MOTOR VEHICLE LICENSES
320.08058 Specialty license plates.--

[View Entire Chapter](#)

(30) CHOOSE LIFE LICENSE PLATES.--

(a) The department shall develop a Choose Life license plate as provided in this section. The word "Florida" must appear at the bottom of the plate, and the words "Choose Life" must appear at the top of the plate.

(b) The annual use fees shall be distributed annually to each county in the ratio that the annual use fees collected by each county bears to the total fees collected for the plates within the state. Each county shall distribute the funds to nongovernmental, not-for-profit agencies within the county, which agencies' services are limited to counseling and meeting the physical needs of pregnant women who are committed to placing their children for adoption. Funds may not be distributed to any agency that is involved or associated with abortion activities, including counseling for or referrals to abortion clinics, providing medical abortion-related procedures, or proabortion advertising, and funds may not be distributed to any agency that charges women for services received.

1. Agencies that receive the funds must use at least 70 percent of the funds to provide for the material needs of pregnant women who are committed to placing their children for adoption, including clothing, housing, medical care, food, utilities, and transportation. Such funds may also be expended on infants awaiting placement with adoptive parents.

2. The remaining funds may be used for adoption, counseling, training, or advertising, but may not be used for administrative expenses, legal expenses, or capital expenditures.

3. Each agency that receives such funds must submit an annual attestation to the county. Any unused funds that exceed 10 percent of the funds received by an agency during its fiscal year must be returned to the county, which shall distribute them to other qualified agencies.

http://www.leg.state.fl.us/statutes/index.cfm?mode=View%20Statutes&SubMenu=1&App_mode=Display_Statute&Search_String=choose+life&URL=CH0320/Sec08058.HTM

The 2006 Florida Statutes

Title XXIII

Chapter 320

[View Entire Chapter](#)

MOTOR VEHICLES

MOTOR VEHICLE LICENSES

320.08062 Audits and attestations required; annual use fees of specialty license plates.--

(1)(a) All organizations that receive annual use fee proceeds from the department are responsible for ensuring that proceeds are used in accordance with ss. 320.08056 and 320.08058.

(b) Any organization not subject to audit pursuant to s. 215.97 shall annually attest, under penalties of perjury, that such proceeds were used in compliance with ss. 320.08056 and 320.08058. The attestation shall be made annually in a form and format determined by the department.

(c) Any organization subject to audit pursuant to s. 215.97 shall submit an audit report in accordance with rules promulgated by the Auditor General. The annual attestation shall be submitted to the department for review within 9 months after the end of the organization's fiscal year.

(2) Within 90 days after receiving an organization's audit or attestation, the department shall determine which recipients of revenues from specialty license plate annual use fees have not complied with subsection (1). If the department determines that an organization has not complied or has failed to use the revenues in accordance with ss. 320.08056 and 320.08058, the department must discontinue the distribution of the revenues to the organization until the department determines that the organization has complied. If an organization fails to comply within 12 months after the annual use fee proceeds are withheld by the department, the proceeds shall be deposited into the Highway Safety Operating Trust Fund to offset department costs related to the issuance of specialty license plates.

(3) The department has the authority to examine all records pertaining to the use of funds from the sale of specialty license plates.

http://www.leg.state.fl.us/statutes/index.cfm?mode=View%20Statutes&SubMenu=1&App_mode=Display_Statute&Search_String=320.08062&URL=CH0320/Sec08062.HTM